MANDATORY QUALITY ASSURANCE PROVISIONS

P/N: (77272) 423R2492-2 NSN: 5340-01-425-4916

NOMEN: H-46 BRACKET, AFT

CRITICALITY: CRITICAL SAFETY ITEM DATE OF DETERMINATION: 11 March 2004

APPLICABLE CLAUSES:

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (77272) 423R2492 Rev. A and parts list revision "A" and all details and specifications referenced therein.

II. Quality/Inspection Requirements

- A. MIL-I-45208 applies or ISO 9000 equivalent.
- B. First Article Testing applies. (Government Testing)
- C. Production Lot Testing applies. (Government Testing)
- D. Mandatory Inspection applies.

III. Supplemental Requirements

- A. Additionally, paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent applies.
- B. The contractor shall include on the detailed process/operation sheets developed, a tracking method that is traceable to the contract, all manufacturing sources performing processes/operations both those performed in-house and those outsourced and a tracking method that is traceable to the contract. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the ESA located at the H-46FST.3, Naval Air Depot, Cherry Point, NC via the PCO. Depending upon the proposed change, a new First Article Inspection may be required.
- C. The Inspection Method Sheets (IMS) which list the characteristics of each item produced under the contract shall have traceability to the raw material, casting, or forging. The tracking method used on the IMS shall have traceability to the contract. In addition, the contractor is responsible for providing completed IMS showing the actual dimensions taken for all critical characteristics.

MANDATORY QUALITY ASSURANCE PROVISIONS continued

- D. Markings shall be I/A/W MIL-STD-130 latest revision, and method and location shall be I/A/W drawing.
- IV. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor as follows:

- A. Level of Inspection (LOI).
 - 1) Critical Characteristics: 100% inspection shall apply
- 2) Major and Minor Characteristics LOI shall be I/A/W sampling plan acceptable to the QAR
 - B. Critical Characteristics (77272) 423R2492-2:
- 1) Material: 7075-T73511 Aluminum Alloy per QQ-A-200/11 and Boeing Standard BAC 1506-2855 x 2.00 Long Extrusion. Drawing Flag Note 3
 - 2) Fluorescent Penetrant Inspect per Boeing Specification BAC5423. Drawing Note 10
- 3) Apply anodic coating treatment to all surfaces per Boeing Document D8-56000, finish code VF3.51. Unless otherwise note, paint per Boeing Document D8-5000, Finish Code VF1.70; mask holes, threads and surfaces not to be painted. Drawing Note 11
 - C. Major and Minor Characteristics
- 1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.
- V. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: (77272) 423R2492-2 NSN: 5340-01-425-4916

NOMEN: H-46 BRACKET, AFT

CRITICALITY: CRITICAL SAFETY ITEM DATE OF DETERMINATION: 11 March 2004

I. First Article Inspection/Test Criteria:

The tests to be performed under the First Article approval clause of the contract are:

- A. Compliance with (77272) 423R2492 Rev. A and parts list revision "A" and all details and specifications referenced therein.
- B. Identification: Verification and certification that the parts are identified per the requirements of (77272) 423R2492 Rev. A and all specifications referenced therein.
- C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.
- D. Verification and certification of the overall workmanship of the First Article Sample(s).
 - E. Visual: Dimensional: 100% dimensional.
- F. Non-Destructive Inspection: Fluorescent Penetrant Inspect per Boeing Specification BAC5423
 - G. Fit/Form: To next higher assembly
- H. Material Analysis of one of the First Article Sample(s): 7075-T73511 Aluminum Alloy per QQ-A-200/11 and Boeing Standard BAC1506-2855 x 2.00 Long Extrusion
 - I. Review of documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests that will demonstrate that the articles comply with contract requirements. The contractor shall be responsible for providing necessary parts and repair of the First Article(s) during testing.

- II. Samples to be submitted for testing:
 - A. Quantity 2 each.

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING) continued

B. Estimated Cost: To Be Determined

III. Special Instructions:

- A. Upon successful first article inspection all processes are to be frozen.
- B. One sample will be destroyed during testing and will not be returned to the contractor. One sample may be considered as production items under the contract provided the sample could be refurbished to ready for issue (RFI) condition and provided the sample has inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- C. Waiver of the destruction of the First Article test piece may be granted if the contractor provides a certified test coupon that is of the same material and has undergone the same special processes as the First Article test piece.
- D. One sample is to be unpainted and all corrosive areas are to be coated with a light preservative on both samples.

Notification of Shipment of Material for Government Testing

A. Fourteen (14) days prior to shipment of the First Article Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test sample(s) by the CAO/QAR. The First Article Sample(s) shall be forwarded to the following First Article point of contact at the designated test facility:

Commanding Officer
Naval Air Depot
Attn: AIR-3.3.2 (Mr. Steve Lundberg)
Bldg. 159, Door R-4
Cherry Point, NC 28533-0021

B. Upon shipment of First Article Sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO DSCP Code DSCP-VGC, and the designated test facility. In addition, the contractor must supply all detailed process/operation sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Magnetic Particle Inspection and any out-sourced process conducted on the First Article Sample(s). These forms and documentation may either be placed in the shipping container with the sample(s) or sent separately, however the envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM." These forms and documentation shall be sent to the following point of contact:

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING) continued

Commanding Officer Naval Air Depot Attn: AIR-3.3.2 (Mr. Steve Lundberg) Bldg. 159, Door R-4 Cherry Point, NC 28533-0021

Within 120 days after receipt of the sample(s) the test site shall complete testing/evaluation and submit a copy of their test report with conclusions and recommendations to DSCP-VGC.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

P/N: (77272) 423R2492-2 NSN: 5340-01-425-4916

NOMEN: H-46 BRACKET, AFT

CRITICALITY: CRITICAL SAFETY ITEM DATE OF DETERMINATION: 11 March 2004

APPLICABLE CLAUSES:

A. The contractor shall deliver unit(s) of lot/item within 180 calendar days from the date of this contract to the activity listed below for the purpose of partial inspection/testing and preparation of test report per the requirements specified in MIL-HDBK-831 prior to forwarding sample(s) with report to the Government designated test facility listed below:

Commanding Officer Naval Air Depot Attn: AIR-3.3.2 (Mr. Steve Lundberg) Bldg. 159, Door R-4 Cherry Point, NC 28533-0021

- B. The contractor shall deliver two unit(s) of lot/item within 180 calendar days from the date of this contract to the Government Marking of test sample(s) shipping container: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: ______ For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet the testing requirements are specified elsewhere in this contract.
- C. Within 120 calendar days after the Government testing facility receives the First Article Sample(s), the QAR's signed Material Inspection and Receiving Report, DD Form 250 and all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection, any out-sourced process conducted on the First Article Sample(s) and all technical data used to manufacture the First Article Sample(s), the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.
- D. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING) continued

Government. The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- E. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- F. Unless otherwise provided in the contract, the contractor
- 1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;
- 2) Shall remove and dispose of any First Article from the Government test facility at the contractor's expense.
- G. If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- H. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.
- I. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for
 - 1) progress payments, or
- 2) termination settlements if the contract is terminated for the convenience of the Government.
- J. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article and production lot.
- K. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any; article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to DSCP-VGC and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

PRODUCTION LOT TESTING REQUIREMENTS (GOVERNMENT TESTING)

P/N: (77272) 423R2492-2 NSN: 5340-01-425-4916

NOMEN: H-46 BRACKET, AFT

CRITICALITY: CRITICAL SAFETY ITEM DATE OF DETERMINATION: 11 March 2004

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

I. Production Lot Test Requirements

- A. The cognizant CAO/QAR shall select the applicable number of items at random from the production lot per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes. In addition the QAR shall select the applicable number of items at random from each successive lot or portion thereof per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes.
 - B. Production Lot Testing to be completed during production after First Article Approval.
- C. Sample(s) submitted shall be in Ready-for-Issue Condition. Corrosive areas of sample(s) submitted to be coated with a light preservative. (When First Article Inspection (Government) is not waived and follow-on Production Lot Testing (Government) is required.)
- D. If sample(s) are not destroyed during testing and are in RFI condition, they will be put into Defense Logistic Agency stock. All other samples will be returned to the contractor.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

- A. Compliance with (77272) 423R2492 Rev. A and parts list revision "A" and all details and specifications referenced therein.
- B. Identification: Verification and certification that the parts are identified per the requirements of (77272) 423R2492 Rev. A and all details and specifications referenced therein.
- C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.
- D. Visual: Verification and certification of the overall workmanship of the Production Lot Sample(s).
- E. Dimensional: Verification and certification of 100% dimension check of finished Production Lot Sample(s).

PRODUCTION LOT TESTING REQUIREMENTS (GOVERNMENT TESTING)

- F. Non-Destructive Inspection: Fluorescent Penetrant Inspect per Boeing Specification BAC5423
 - G. Fit/Form: To next higher assembly
- H. Material Analysis of the Production Lot Sample(s): 7075-T73511 Aluminum Alloy per QQ-A-200/11 and Boeing Standard BAC1506-2855 x 2.00 Long Extrusion

NOTE: A destructive material analysis can be waived ONLY if a destructive material analysis was conducted by the Engineering Support Activity (ESA), H-46FST.3, Naval Air Depot, Cherry Point, NC during a successful First Article Inspection. However, all applicable material certificates of compliance will have to be provided for the production lot for verification of the material.

I. Review of documentation as provided under DD 1423 requirements.

In addition to the above tests, the Product Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

III. Testing Location

A. The contractor is to ship sample(s) and all required documentation and technical data to:

Commanding Officer
Naval Air Depot
Attn: AIR-3.3.2 (Mr. Steve Lundberg)
Bldg. 159, Door R-4
Cherry Point, NC 28533-0021

B. The shipping container marking: "FOR PRODUCTION LOT TEST	STING. NON RFI	
MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBE	R .	

Within fifteen (15) days of completion of Production Lot Testing the CAO/QAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the Contracting Officer.

Shipment and Distribution of Sample(s):

A. Fourteen (14) days prior to shipment of Production Lot Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO and the QAR. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

PRODUCTION LOT TESTING REQUIREMENTS (GOVERNMENT TESTING)

B. Upon shipment of the Production Lot Sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO DSCP (Code DSCP-VGC), and the testing facility. In addition, the contractor shall provide all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of

Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection, any out-sourced process conducted on the Production Lot Sample(s) and all technical data used to manufacture the Production Lot Sample(s) to the testing facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

- C. Production Lot Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to Ready for Issue (RFI) condition and provided sample(s) have inspection approval from the cognizant DCMAO and the ESA engineer (H-46FST.3, Naval Air Depot, Cherry Point, NC). Sample(s) may be shipped as production items ONLY after all other units required under contract have been produced and are ready for shipment.
- D. Sample(s) will be returned to the contractor. The contractor must provide material disposition instructions to:

Commanding Officer Naval Air Depot Attn: AIR-3.3.2 (Mr. Steve Lundberg) Bldg. 159, Door R-4 Cherry Point, NC 28533-0021

E. The designated test facility and the contracting officer shall be notified as to all shipping data applicable to the sample(s), such as bill of lading number, method of shipment, etc. within fourteen (14) days prior to shipping.

PRODUCTION LOT TESTING APPROVAL (GOVERNMENT TESTING)

P/N: (77272) 423R2492-2 NSN: 5340-01-425-4916

NOMEN: H-46 BRACKET, AFT

CRITICALITY: CRITICAL SAFETY ITEM DATE OF DETERMINATION: 11 March 2004

A. The Production Lot Samples shall be:

1. Selected at random by the cognizant government QAR. Such samples shall be submitted via the cognizant government inspector, and all transportation charges prepaid by the contractor to:

Commanding Officer
Naval Air Depot
Attn: AIR-3.3.2 (Mr. Steve Lundberg)
Bldg. 159, Door R-4
Cherry Point, NC 28533-0021

2. The samples shipping container and samples shall be identified by contract number, lot number and be clearly marked as follows:

PRODUCTION LOT TEST SAMPLES NON-RFI MATERIAL DO NOT TAKE UP IN STOCK

- B. Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 90 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 120 days of the receipt of the samples, the testing facility shall notify the contracting officer, PCO/ACO of the results of the testing, together with the recommendation for approval or disapproval.
- C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular lot within 120 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.
- D. If the contractor fails to deliver any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- E. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminated all or any portion of this contract for default, (II) require the

PRODUCTION LOT TESTING APPROVAL (GOVERNMENT TESTING) continued

manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

- F. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.
- G. The contractor must provide material disposition instructions to the First Article Coordinator at the POC and address below for the return of the production lot samples.

Commanding Officer Naval Air Depot Attn: AIR-3.3.2 (Mr. Steve Lundberg) Bldg. 159, Door R-4 Cherry Point, NC 28533-0021

H. Nothing contained in the foregoing provisions of this clause, and not action of the government in accordance herewith, shall in any way prejudice the right of the government under this clause of this contract entitled default.

CONTRACT DATA REQUIREMENTS LIST Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for certaining instructions, searching existing data sources, gathering and maintaining the data completing and reviewing the collection of information, including suggestions for reducting this burden without this burden with the superance with the collection of information, including suggestions for reducting this burden with burden to Department of this collection of information, including suggestions for reducting this burden with a suggestion of the collection of information, including suggestions for collection of information for Office of Management and Bunder, Progressor Project 2004, 100 to the Office of Management and Bunder, Project 2004, 100 to the Contract PN to, listed in Block E. ctions, searching existing data sources, gathering and maintaining the data needed. and A. Contract Line Item No. B. Exhibit **ENGINEERING** C. Category D. System/Item E. Contract/PR NO. F. Contractor 5340-01-425-4916 1. Data Item No. 2. Title of Data Item: CERTIFICATION/DATA REPORTS 3. Subtitle: CERTIFICATION/ DATA REPORTS Authority (Data Acquisition Document No.) DI-MISC-80678/T3 5. Contract Reference 6. Requiring Office DSC PHILADELPHIA 7. DD 250 Req 9. Dist Statement Required 12. Date of First Submission 10. Frequency 14. BLOCK 16 AS REQUIRED II. As of Date 13. Date of Subsequent Submission 8. APP Code a. Addressee b. Copies BLOCK 16 Α Draft Final Reg Repr**«**o 16. REMARKS PARA, 10.1, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY NAVAIR CP υ 1 n BLOCK 3: AIR-3.3.2 SEPARATE REPORTS SHALL HE PROVIDED FOR THE BELOW LISTED SUBTITLES AND SHALL INCLUDE CERTIFICATIONS DCMC/QAR 0 THAT ALL VENDORS PERFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED SOURCES. IN THE CASE WHERE OTHER HAN THE CEM'S SPECIFICATIONS ARE TO BE UTILIZED, SEPARATE CERTIFICATIONS ARE REQUIRED. DSCP/VGC 0 0 1. MATERIAL CERTIFICATIONS AND ANALYSIS DOCUMENTATION FOR P/N (77272) 423R2492-2: a. 7075-T73511 Aluminum Alloy per QQ-A 200/11 and Bocing Standard BAC1506-2855 x 2.00 Long Extrusion 2. PROCESS CERTIFICATIONS FOR P/N (77272) 423R2492-2: a. ANODIC COATING PER BOEING DOCUMENT D8-5000, FINISH CODE VF3.51 b. PAINT PER BOEING DOCUMENT D8-5000, FINISH CODE VF1.70 3. INSPECTION CERTIFICATIONS FOR P/N (77272) 423R2492-2: a. Fluorescent Penetrant Inspect per Boeing Specification BAC5423 BLOCK 12: UPON SUBMITTAL OF FIRST ARTICLE TESTING SAMPLE(S) CONTRACTOR SITE: FOR REVIEW GOVERNMENT SITE: AS DELIVERABLE BLOCK 16: UPON SUBMITTAL OF PRODUCTION LOT INSPECTION SAMPLE(S) CONTRACTOR SITE: FOR REVIEW GOVERNMENT SITE: AS DELIVERABLE 15. TOTAL O I DATE I. APPROVED BY H. DATE G. PREPARED BY L Schleider Terrothapt Ben **8 Артіl 2004** Timothy I. Rennett

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INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Item B. Self-explanatory.
- Item C. Mark (X) appropriate category. TDP Technical Data Package; TM Technical Manual; Other other category of data, such as "Provisioning," Configuration Management," etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award).
- Item G. Signature of preparer of CDRL.
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved.
- Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when first submittal is required.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

- Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.
- a. Group I. Definition Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, curitod, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his error in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.